

IT Professional Technical Services Master Contract Program - 902TS

Statement of Work (SOW) For Technology Services Issued By

Minnesota Department of Employment & Economic Development

Project Title: Unemployment Insurance Program – IT Business Continuity Planning / Disaster Recovery

Skill Category

Any skill category, but must have specific experience in IT Business Continuity Planning and/or Disaster Recovery Planning

Business Need

Minnesota's Unemployment Insurance (UI) Program is administered through the Department of Employment and Economic Development (DEED). In 2008, the U.S. Department of Labor Office of Inspector General (OIG) conducted two audits of the State Workforce Agencies' UI IT contingency plans to determine if states were prepared to minimize the impact of a disaster or other situations that may disrupt normal UI program operations. The OIG used National Institute of Standards and Technology (NIST) standards in evaluating the plans.

The summary of findings stated that Minnesota did not have in place sufficient Contingency Plans to ensure adequate disaster response capability as identified in the NIST Special Publication (SP) 800-34, Contingency Planning for Information Technology Systems.

To build a business continuity plan with an emphasis on disaster recovery specifically for the UI program, DEED would like to contract with a vendor specializing in **IT Business Continuity / Disaster Recovery Planning**. A contracted vendor would develop specific UI Program IT contingency plans following the guidelines provided in the NIST Special Publication 800-34.

UI System Description

The Minnesota UI system is a large, complex, and integrated Benefit and Tax system. UI staff, employers, applicants, third party payroll services and benefit administrators all use the same web based self-service application, with access to functionality controlled by security roles. In addition to the web based application, an interactive voice response system (IVR) is available for both employers and applicants to interface with the functionality of the web application. The applicant IVR is available in four languages; English, Spanish, Hmong and Somali. A digital recording and conference call vendor is used to generate Appeal hearing calls and record the hearing.

The system allows for the following functionality for employers: a self-service system where new employers can register their business for a UI account, all employers can submit quarterly wage records for their employees and receive the amount due based on their wage record submission, pay their UI tax liability, view correspondence, and maintain their account, all federal and financial reporting, cross-matches for detecting potential fraud, and workflow for UI staff. The system also

allows for the following functionality for applicants: a self-service system to apply for benefits, reactivate their account, request payment, view transactions and correspondence and maintain their account, adjudication, appeals, overpayments, federal and financial reporting, cross-matches for detecting potential fraud and workflow for UI staff.

Most employer functionality is available 24/7 with limited down time for batch processing. Applicant functionality is available Monday through Friday from 6 a.m. to 6 p.m.

Please visit www.uimn.org for more information.

Project Deliverables

Vendor is expected to create an IT Business Continuity / Disaster Recovery Plan for Unemployment Insurance Program to include the following:

A. Supporting Information

1. Purpose
2. Applicability
3. Scope
4. Record of Changes
5. System Description
6. Line of Succession
7. Responsibilities

B. Notification Phase

8. Activation Criteria
9. Documented Notification Procedures
10. Damage Assessment

C. Recovery Phase

11. Detailed Recovery Procedures

D. Reconstitution Phase

12. Reconstitution Phase Procedures

E. Plan Appendices

13. Contact Information of Contingency Planning Teams
14. Vendor Contact Information
15. Checklist for System Recovery
16. Equipment/System Requirements Lists
17. Description/Direction to Alternative Sites

Plans should be formatted to provide quick and clear direction in the event personnel unfamiliar with the plan or the systems are called on to perform recovery operations. Plans should be clear, concise, and easy to implement in an emergency. Where possible, checklists and step-by-step procedures should be used. A concise and well-formatted plan reduces the likelihood of creating an overly complex or confusing plan.

The plan must conform to standards as shown in NIST Special Publication 800-34.

<http://csrc.nist.gov/publications/nistpubs/800-34/sp800-34.pdf>

The State will perform an independent Verification and Validation of the UI IT Business Continuity/DR plan at the completion of this project.

Contract Type

This project will be completed under a fixed bid contract.

Project Schedule

We anticipate this project will start on or about January 11, 2010. Project end date will depend on vendor proposals.

Agency Project Requirements

- Work will be completed at DEED's First National Bank offices in St. Paul, MN between normal business hours of 8:00 am to 5:00 pm, excluding holidays.
- Project must be registered with the Project Management Office at commencement.

Responsibilities Expected of the Selected Vendor

- Project Documentation
- Training/ knowledge transfer
- Project work plan and regular status reports
- Follow formal Change Control procedures

Required Skills (These are to be scored as pass/fail requirements)

- 4 years or 4 projects with direct and verifiable experience in a lead role creating Business Continuity / Disaster Recovery Plans in a complex IT environment
- 4 years experience within Information Technology

Desired Skills

- 2 or more years experience in State Government
- Experience with National Institute of Standards and Technology standards.
- Project management skills
- Demonstrated success communicating with and collaborating across a variety of audiences, including business people and technologists
- Strong problem solving, logical thought processes and analytic abilities
- Excellent verbal and written communication skills
- Proven listening, facilitation and negotiation skills
- Prior experience with Minnesota State systems
- Business Continuity / Disaster Recovery Certifications
- Relevant Bachelor's degree

Process Schedule

Proposals due	<i>Friday, December 18, 2009, 3:00 PM, CDT</i>
Anticipated proposal evaluation begins	<i>Monday, December 21, 2009</i>
Potential vendor interviews	<i>January 4 – 6, 2010</i>
Anticipated decision	<i>Friday, January 8, 2010</i>

Questions

Any questions regarding this Statement of Work should be submitted via e-mail by 4:00 pm, CDT, on ***Tuesday, December 15, 2009*** to:

Kathleen Hertenstein, Project Manager
Email Address: Kathleen.hertenstein@state.mn.us

Responses will be directed ONLY to the vendor requesting the information.

Other persons ARE NOT authorized to discuss this SOW or its requirements with anyone throughout the selection process and responders should not rely on information obtained from non-authorized individuals. If it is discovered a Responder contacted other State staff other than the individual above, the responder's proposal may be removed from further consideration.

SOW Evaluation Process

Each section of the vendor responses will be evaluated / scored by an evaluation team of DEED employees. If a resource being submitted does not meet the Required Skills noted above, they will be removed from further consideration/evaluation.

- Experience (required skills) (25%)
- Desired skills (20%)
- Proposed Work Plan (25%)
- Cost (30%)

The next section will point out more clearly how responses should be formatted and how they will be scored.

Response Requirements

Please adhere to noted page limits. Failure to do so may result in a material failure of the proposal and the vendor's proposal may be taken out of consideration. Font should be no smaller than 10 pt and pages should have 1" margins on all sides.

Section 1: Cover page with only the following information (limit one page):

Vendor Company Name
Address
City, State, Zip
Company Contact Person
Contact person's email & phone information

Resource Name #1
Resource Name #2 if submitting a second resource

Section 2: For each resource being submitted for consideration, provide the following (please note, each resource section should be no longer than 8 pages. A "page" is one side of a piece of 8.5" x 11" paper, single spaced.

- a. For **Business Continuity / Disaster Recovery experience ONLY**. (limit of 2 pages per resource) *This section will be used to score Experience and Desired Skills.*

Company Name when resource did this work
Company Address
Company Contact Person who can speak to this resource's work on the project
Company Contact Person's Phone/email
Describe the BC/DR project done for this company by the resource and total hours effort to complete the project. Please call out specific *desired skills* demonstrated/applicable to this project.

- b. A complete or partial ACTUAL project plan created by and used by this resource on a BC/DR project. (limit 2 pages) *This section will be used to score Experience and*

Desired Skills.

- c. A statement of how this resource would approach this project and complete the deliverables. (limit 1 page) This section will be used to score Proposed Work Plan.
- d. Total hours estimated to complete this project, hourly rate for this resource, and total cost for this project (hours x hourly rate). Travel and expenses will NOT be paid for this project. (limit 1 page) This section will be used to score Cost.
- e. A complete resume to include past 10 years (limit 2 pages). This section will be used to score Experience and Desired Skills.

Section 3: State Forms - Required forms to be returned or additional provisions that must be included in proposal. See General Requirements Section below for more information.

- a) Conflict of Interest Statement
A statement certifying there are no known conflicts of interest with respect to this project, or if known, identification of those situations that may present an actual or potential conflict and how the contractor proposes to avoid the potential conflict.
- b) Affirmative Action Certificate of Compliance
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
- c) Affidavit of non-collusion
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
- d) Immigration Status Certification
<http://www.mmd.admin.state.mn.us/doc/immstatcert.doc>
- e) Location of Service Disclosure
<http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc>
- f) Certification Regarding Lobbying
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
- g) Veteran-Owned/Service Disabled Veteran-Owned Preference Form
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

Response Submission Instructions

- Sealed responses must be received at the following address no later than **3:00 pm CDT, Friday, December 18, 2009**, and should be addressed to:

UI-IT Business Continuity / DR Planning Project

Attn: Kathleen Hertenstein
Minnesota Department of Employment & Economic Development
1st National Bank Building
332 Minnesota St., Suite E200
St. Paul, MN 55101

All proposals will be time and date stamped when they are received. Proposals received after the deadline will not be considered and will be returned unopened to the responder. Emailed responses will NOT be considered.

- Please submit 5 copies of Sections 1 & 2. You need only submit **one copy** of Section 3: State Forms
- DO NOT include marketing materials or any other information not requested in Response Requirements.
- DEED will NOT be conducting a reverse auction for this SOW.

General Requirements to Understand Before Submitting a Response

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this SOW, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and

the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve the State’s rights.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be currently certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.